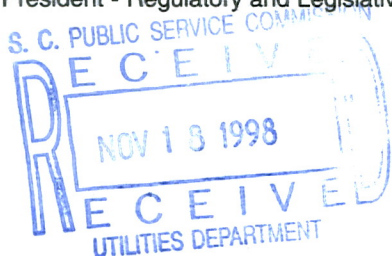


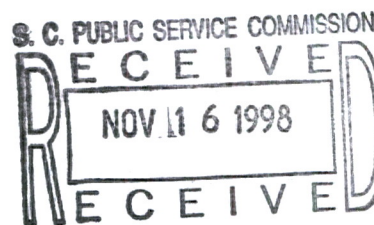


Gregg F. Morton
Vice President - Regulatory and Legislative Affairs

Suite 807
1600 Hampton Street
Columbia, South Carolina 29201
803 733-6300
FAX 803 771-4680



November 13, 1998



The Honorable Gary E. Walsh
Acting Executive Director
Public Service Commission of SC
Post Office Drawer 11649
Columbia, South Carolina 29211

Re: Approval of the Amended Interconnection Agreement
Negotiated by BellSouth Telecommunications, Inc.
("BellSouth") and Interpath Communications, Inc. pursuant
to Sections 251, 252 and 271 of the Telecommunications Act
of 1996.

Dear Mr. Walsh:

Pursuant to Section 252(e) of the Telecommunications Act of 1996, BellSouth Telecommunications, Inc. ("BellSouth") and Interpath Communications, Inc. are submitting to the South Carolina Public Service Commission their amended negotiated agreement for the interconnection of their networks, the unbundling of specific network elements, and the resale of BellSouth's telecommunications services to Interpath Communications, Inc. The agreement was negotiated pursuant to sections 251, 252 and 271 of the Act. The original agreement was filed on June 9, 1998 and assigned Docket No. 98-291-C.

Very truly yours,

Gregg F. Morton

GFM/nml
Enclosures

*Confidential as
"Caromst"
98-259-C*

POSTED
11/30/98

ACCEPTED
Legal 202 11-17-98

S. C. PUBLIC SERVICE COMMISSION
RECEIVED
NOV. 16 1998
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S. C. PUBLIC SERVICE COMMISSION
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RECEIVED
UTILITIES DEPARTMENT

AMENDMENT TO
INTERCONNECTION AGREEMENT BETWEEN
BELL SOUTH TELECOMMUNICATIONS, INC.
AND INTERPATH COMMUNICATIONS, INC.
DATED MAY 29, 1998

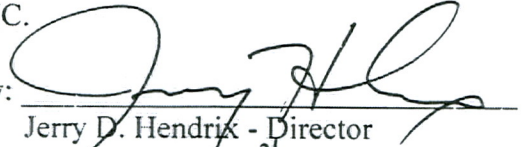
Pursuant to this Agreement (the "Amendment"), BellSouth Telecommunications, Inc. ("BellSouth or Company") and Interpath Communications, Inc. ("Interpath") hereinafter referred to collectively as the "Parties" hereby agree to amend that certain Interconnection Agreement between the Parties dated May 29, 1998 ("Interconnection Agreement").

NOW THEREFORE, in consideration of the mutual provisions contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, BellSouth and Interpath hereby covenant and agree as follows:

1. The Parties hereby agree that Part B of the General Terms and Conditions Section of the Interconnection Agreement is hereby deleted in its entirety and replaced with a new Part B attached hereto as Exhibit A and incorporated herein by reference.
2. The Parties agree that Attachment 3 of the Interconnection Agreement is hereby deleted in its entirety and replaced with a new Attachment 3 attached hereto as Exhibit B and incorporated herein by reference.
3. The Parties agree that all of the other provisions of the Interconnection Agreement, dated May 29, 1998 shall remain in full force and effect.
4. The Parties further agree that either or both of the Parties is authorized to submit this Amendment to the appropriate Commission or other regulatory body having jurisdiction over the subject matter of this Amendment, for approval subject to Section 252(e) of the Federal Telecommunications Act of 1996.

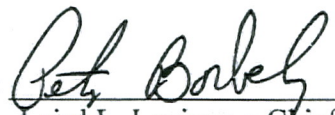
IN WITNESS WHEREOF, the Parties hereto have caused this Amendment to be executed by their respective duly authorized representatives on the date indicated below.

BELLSOUTH TELECOMMUNICATIONS, INC.

By: 
Jerry D. Hendrix - Director

DATE: 10/30/98

INTERPATH COMMUNICATIONS, INC.

By:  C.O.O.
Laird L. Levison - Chief Technical Officer

DATE: 10/15/98

Exhibit A

Definitions

Affiliate is defined as a person that (directly or indirectly) owns or controls, is owned or controlled by, or is under common ownership or control with, another person. For purposes of this paragraph, the term "own" means to own an equity interest (or equivalent thereof) of more than 10 percent.

Centralized Message Distribution System is the BellCore administered national system, based in Kansas City, Missouri, used to exchange Exchange Message Interface (EMI) formatted data among host companies.

Commission is defined as the appropriate regulatory agency in each of BellSouth's nine state region, Alabama, Florida, Georgia, Kentucky, Louisiana, Mississippi, North Carolina, South Carolina, and Tennessee.

Daily Usage File is the compilation of messages or copies of messages in standard Exchange Message Interface (EMI) format exchanged from BellSouth to an CLEC.

Enhanced Service refers to services offered over common carrier transmission facilities used in interstate communications, which employ compute processing applications that act on the format, content, code protocol or similar aspects of the subscriber's transmitted information; provide the subscriber additional, different, or restructured information; or involve subscriber interaction with stored information.

Exchange Message Interface is the nationally administered standard format for the exchange of data among the Exchange Carriers within the telecommunications industry.

Information Service means the offering of a capability for generating, acquiring, storing, transforming, processing, retrieving, utilizing, or making available information via telecommunications, and includes electronic publishing, but does not include any use of any such capability for the management, control, or operation of a telecommunications system or the management of a telecommunications service.

Intercompany Settlements (ICS) is the revenue associated with charges billed by a company other than the company in whose service area such charges were incurred. ICS on a national level includes third number and credit card calls and is administered by BellCore's Credit Card and Third Number Settlement System (CATS). Included is traffic that originates in one Regional Bell Operating Company's (RBOC) territory and bills in another RBOC's territory.

Intermediary function is defined as the delivery of traffic from Interpath ; a CLEC other than Interpath or another telecommunications carrier through the network of BellSouth or Interpath to an end user of Interpath; a CLEC other than Interpath or another telecommunications carrier.

Local Interconnection is defined as 1) the delivery of local traffic to be terminated on each Party's local network so that end users of either Party have the ability to reach end users of the other Party without the use of any access code or substantial delay in the processing of the call; 2) the LEC unbundled network features, functions, and capabilities set forth in this Agreement; and 3) Service Provider Number Portability sometimes referred to as temporary telephone number portability to be implemented pursuant to the terms of this Agreement.

Local Traffic is defined as any telephone call that originates in one exchange and terminates in either the same exchange, or a corresponding Extended Area Service ("EAS"). The terms Exchange and EAS exchanges are defined and specified in Section A3 of BellSouth's General Subscriber Service Tariff. Until the Commission, the FCC or a court of competent jurisdiction determines, in a final and non-appealable order ("Order"), whether enhanced service provider ("ESP") and information service provider ("ISP") traffic is within the definition of Local Traffic, such traffic will be held for payment until the jurisdiction of such traffic is determined, except as noted below. **The Parties will adjust, if necessary, their mutual compensation billing for Local Traffic termination to reflect the Commission's, FCC's or court Order.** The period of adjustment shall be from the effective date of the Agreement to the date the Order becomes final and non-appealable. The Parties will, in the interim, pay for Local (non-ISP/ESP) Traffic as specified in this Agreement. The Parties agree to provide fair and equitable treatment under this Agreement, and neither Party shall knowingly discriminate against the other Party for payment of reciprocal compensation for all Local Traffic. In particular, if either Party knowingly pays any carrier for ISP/ESP traffic prior to a final and non-appealable order, then such Party shall pay the other Party for such traffic, regardless of whether there is a final and non-appealable order. In this instance, the payment period will begin at the time the Party begins paying the other carrier and shall continue for the term of the Agreement, or until the obligation to make such payment to the other carrier ceases. The Parties will maintain billing records identifying all such Enhanced service Provider and Information Service Provider traffic and will adjust, if necessary, their mutual compensation billing for such local traffic termination consistent with the final Commission, FCC or court decision. The period of adjustment shall be from the effective date of this Agreement to the date the order of the Commission, the FCC, or the court becomes final and nonappealable.

Message Distribution is routing determination and subsequent delivery of message data from one company to another. Also included is the interface function with CMDS, where appropriate.

Multiple Exchange Carrier Access Billing ("MECAB") means the document prepared by the Billing Committee of the Ordering and Billing Forum ("OBF"), which functions under the auspices of the Carrier Liaison Committee of the Alliance for Telecommunications Industry Solutions ("ATIS") and by Bellcore as Special Report SR-BDS-000983, Containing the recommended guidelines for the billing of Exchange Service access provided by two or more LECs and/or CLECs or by one LEC in two or more states within a single LATA.

Non-Intercompany Settlement System (NICS) is the BellCore system that calculates non-intercompany settlements amounts due from one company to another within the same RBOC region. It includes credit card, third number and collect messages.

Percent of Interstate Usage (PIU) is defined as a factor to be applied to terminating access services minutes of use to obtain those minutes that should be rated as interstate access services minutes of use. The numerator includes all interstate "non-intermediary" minutes of use, including interstate minutes of use that are forwarded due to service provider number portability less any interstate minutes of use for Terminating Party Pays services, such as 800 Services. The denominator includes all "non-intermediary", local, interstate, intrastate, toll and access minutes of use adjusted for service provider number portability less all minutes attributable to terminating Party pays services.

Percent Local Usage (PLU) is defined as a factor to be applied to intrastate terminating minutes of use. The numerator shall include all "non-intermediary" local minutes of use adjusted for those minutes of use that only apply local due to Service Provider Number Portability. The denominator is the total intrastate minutes of use including local, intrastate toll, and access, adjusted for Service Provider Number Portability less intrastate terminating Party pays minutes of use.

Revenue Accounting Office (RAO) Status Company is a local exchange company/alternate local exchange company that has been assigned a unique RAO code. Message data exchanged among RAO status companies is grouped (i.e. packed) according to From/To/Bill RAO combinations.

Service Control Points ("SCPs") are defined as databases that store information and have the ability to manipulate data required to offer particular services.

Signal Transfer Points ("STPs") are signaling message switches that interconnect Signaling Links to route signaling messages between switches and databases. STPs enable the exchange of Signaling System 7 ("SS7") messages between switching elements, database elements and STPs. STPs provide access to various BellSouth and third party network elements such as local switching and databases.

Signaling links are dedicated transmission paths carrying signaling messages between carrier switches and signaling networks. Signal Link Transport is a set of two or four dedicated 56 kbps transmission paths between Interpath designated Signaling Points of Interconnection that provide a diverse transmission path and cross connect to a BellSouth Signal Transfer Point.

Telecommunications Act of 1996 ("Act") means Public Law 104-104 of the United States Congress effective February 8, 1996. The Act amended the Communications Act of 1934 (47, U.S.C. Section 1 et. seq.).

Exhibit B

Local Interconnection

BellSouth shall provide Interpath interconnection with BellSouth's network for the transmission and routing of telephone exchange service and exchange access on the following terms:

1. Local Traffic Exchange

1.1 Local Traffic. Local Traffic is defined as any telephone call that originates in one exchange and terminates in either the same exchange, or a corresponding Extended Area Service ("EAS"). The terms Exchange and EAS exchanges are defined and specified in Section A3 of BellSouth's General Subscriber Service Tariff. Until the Commission, the FCC or a court of competent jurisdiction determines, in a final and non-appealable order ("Order"), whether enhanced service provider ("ESP") and information service provider ("ISP") traffic is within the definition of Local Traffic, such traffic will be held for payment until the jurisdiction of such traffic is determined, except as noted below. The Parties will adjust, if necessary, their mutual compensation billing for Local Traffic termination to reflect the Commission's, FCC's or court Order. The period of adjustment shall be from the effective date of the Agreement to the date the Order becomes final and non-appealable. The Parties will, in the interim, pay for Local (non-ISP/ESP) Traffic as specified in this Agreement. The Parties agree to provide fair and equitable treatment under this Agreement, and neither Party shall knowingly discriminate against the other Party for payment of reciprocal compensation for all Local Traffic. In particular, if either Party knowingly pays any carrier for ISP/ESP traffic prior to a final and non-appealable order, then such Party shall pay the other Party for such traffic, regardless of whether there is a final and non-appealable order. In this instance, the payment period will begin at the time the Party begins paying the other carrier and shall continue for the term of the Agreement, or until the obligation to make such payment to the other carrier ceases. The Parties will maintain billing records identifying all such Enhanced Service Provider and Information Service Provider traffic and will adjust, if necessary, their mutual compensation billing for local traffic termination consistent with the final Commission, FCC or court decision. The period of adjustment shall be from the effective date of this Agreement to the date the order of the Commission, the FCC, or the court becomes final and nonappealable.

1.2 Interconnection Points. Local interconnection is available at any technically feasible point within BellSouth's network. Interconnection is currently available at the following points:

- 1.2.1 Trunk-side of local switch.
- 1.2.2 Trunk interconnection points for tandem switch.
- 1.2.3 Central office cross-connect points.

- 1.2.4 Out-of-band signal transfer points.
- 1.2.5 Interconnection at applicable unbundled network element points is also available.
- 1.2.6 BellSouth may provide local interconnection at any other technically feasible point. Requests for interconnection at other points may be made through the Bona Fide Request/New Business Request process set out in Attachment 9.
- 1.3 Percent Local Use. Each Party will report to the other a Percentage Local Usage ("PLU"). The application of the PLU will determine the amount of local minutes to be billed to the other party. For purposes of developing the PLU, each party shall consider every local call and every long distance call, excluding intermediary traffic.⁰ Effective on the first of January, April, July and October of each year, BellSouth and Interpath shall provide a positive report updating the PLU. Detailed requirements associated with PLU reporting shall be as set forth in BellSouth's Standard Percent Local Use Reporting Platform for Interconnection Purchasers, as it is amended from time to time during this Agreement. Notwithstanding the foregoing, where the terminating company has message recording technology that identifies the traffic terminated, such information, in lieu of the PLU factor, shall be utilized to determine the appropriate local usage compensation to be paid.
- 1.3.1 Audits. On thirty (30) days written notice, each party must provide the other the ability and opportunity to conduct an annual audit to ensure the proper billing of traffic. BellSouth and Interpath shall retain records of call detail for a minimum of nine months from which a PLU can be ascertained. The audit shall be accomplished during normal business hours at an office designated by the party being audited. Audit requests shall not be submitted more frequently than one (1) time per calendar year. Audits shall be performed by a mutually acceptable independent auditor paid for by the party requesting the audit. The PLU shall be adjusted based upon the audit results and shall apply to the usage for the quarter the audit was completed, to the usage for the quarter prior to the completion of the audit, and to the usage for the two quarters following the completion of the audit. If, as a result of an audit, either party is found to have overstated the PLU by twenty percentage points (20%) or more, that party shall reimburse the auditing party for the cost of the audit.
- 1.4 Percentage Interstate Usage. For combined interstate and intrastate Interpath traffic terminated by BellSouth over the same facilities, Interpath will be required to provide a projected Percentage Interstate Usage ("PIU") to BellSouth. All jurisdictional report requirements, rules and

regulations for Interexchange Carriers specified in BellSouth's Intrastate Access Services Tariff will apply to Interpath. After interstate and intrastate traffic percentages have been determined by use of PIU procedures, the PLU factor will be used for application and billing of local interconnection. Notwithstanding the foregoing, where the terminating company has message recording technology that identifies the traffic terminated, such information, in lieu of the PLU factor, shall be utilized to determine the appropriate local usage compensation to be paid.

1.5 . Unidentified local traffic. Whenever BellSouth delivers traffic to Interpath for termination on the Interpath's network, if BellSouth cannot determine because of the manner in which Interpath has utilized its NXX codes whether the traffic is local or toll, BellSouth will charge the applicable rates for originating intrastate network access service as reflected in BellSouth's Intrastate Access Service Tariff. BellSouth will make appropriate billing adjustments if Interpath can provide sufficient information for BellSouth to determine whether said traffic is local or toll. If BellSouth deploys an NXX code across its local calling areas in such a manner that Interpath cannot determine whether the traffic it delivers to BellSouth is local or toll, this subsection shall apply to BellSouth and the Interpath.

1.6 Intermediary Tandem Switching. BellSouth will provide intermediary tandem switching and transport services for Interpath's connection of its end user to a local end user of a telecommunications carrier where both the CLEC and telecommunications carrier are connected at the same tandem. Rates for intermediary tandem switching and transport will be as set forth in Attachment 11. The Parties agree that any billing to another telecommunication carrier under this section shall be pursuant to MECAB procedures.

1.7 Mutual Provision of Access Service. When BellSouth and Interpath provide an access service connection between an interexchange carrier ("IXC") and each other, each party will provide its own access services to the IXC on a multi-bill, multi-tariff meet-point basis. Each party will bill its own access services rates to the IXC with the exception of the interconnection charge. The interconnection charge will be billed by the party providing the end office function. BellSouth will use the Multiple Exchange Carrier Access Billing system to establish meet point billing for all applicable traffic, including traffic terminating to ported numbers. 30-day billing periods will be employed for these arrangements. The recording party agrees to provide to the initial billing company, at no charge, the switched access detailed usage data within no more than 60 (60) days after the recording date. The initial billing company will

provide the switched access summary usage data to all subsequent billing companies within 10 days of rendering the initial bill to the IXC. Each company will notify the other when it is not feasible to meet these requirements so that the customers may be notified for any necessary revenue accrual associated with the significantly delayed recording or billing. As business requirements change data reporting requirements may be modified as necessary.

- 1.7.1 Where either company has been notified that the other company has a Billing Guarantee Practice, each company so notified (the Initial Billing Company or the recording company) will be held liable for any access revenues which it has caused to be determined unbillable under the guidelines of such Billing Guarantee Practice of the other company. Each company will provide complete documentation to the other to substantiate any claim of unbillable access revenues. A negotiated settlement will be agreed upon between the companies.
- 1.7.2 Each company will retain for a minimum period of sixty (60) days, access message detail sufficient to recreate any data which is lost or damaged by their company or any third party involved in processing or transporting data.
- 1.7.3 Each company agrees to recreate the lost or damaged data within forty-eight (48) hours of notification by the other or by an authorized third party handling the data.
- 1.7.4 Each company also agrees to process the recreated data within forty-eight (48) hours of receipt at its data processing center.
- 1.7.5 All claims should be filed with the other company with 120 days of the receipt of the date of the unbillable usage.
- 1.7.6 The Initial Billing Company shall keep records of its billing activities relating to jointly-provided Intrastate and Interstate access services in sufficient detail to permit the Subsequent Billing Company to, by formal or informal review or audit, to verify the accuracy and reasonableness of the jointly-provided access billing data provided by the Initial billing Company. Each company agrees to cooperate in such formal or informal reviews or audits and further agrees to jointly review the findings of such reviews or audits in order to resolve any differences concerning the findings thereof.

- 1.8 Rates. Rates for interconnection for local traffic on the BellSouth network as set out in this Section are set out in Attachment 11. Compensation for interconnection is reciprocal, as set out in Section 8 below.

2. Exchange of intraLATA toll traffic

Exchange of intraLATA toll traffic between BellSouth and Interpath networks shall occur as follows:

- 2.1 IntraLATA Toll Traffic. IntraLATA toll traffic is traffic that is not Local Traffic as defined in Section 1.1 above.
- 2.2 Delivery of intraLATA toll traffic. For terminating its toll traffic on the other company's network, each party will pay BellSouth's current intrastate terminating switched access rate, inclusive of the Interconnection Charge and the Carrier Common Line rate elements of the switched access rate. See BellSouth's Intrastate Access Services Tariff. *
- 2.3 Rates. For originating and terminating intraLATA toll traffic, each party shall pay the other BellSouth's intrastate or interstate whichever is appropriate, switched network access service rate elements on a per minute of use basis. Applicable rate elements are set out in BellSouth's Access Services Tariffs. The appropriate charges will be determined by the routing of the call. If Interpath is the BellSouth end user's presubscribed interexchange carrier or if the BellSouth end user uses Interpath as an interexchange carrier on a 10XXX/101XXX basis, BellSouth will charge Interpath the appropriate BellSouth tariff charges for originating switched access services. If BellSouth is serving as the Interpath end user's presubscribed interexchange carrier or if the Interpath end user uses BellSouth as an interexchange carrier on a 10XXX/101XXX basis, the Interpath will charge BellSouth the appropriate BellSouth tariff charges for originating switched access services.
- 2.4 Additional Interconnection. To the extent Interpath provides intraLATA toll service to its customers, it may be necessary for it to interconnect to additional BellSouth access tandems that serve end offices outside the local calling area.
- 2.5 Compensation for 800 Traffic. Each party shall compensate the other pursuant to the appropriate originating switched access charges, including the database query charge, for the origination of 800 traffic terminated to the other party.
- 2.6 Records for 800 Billing. Each party will provide to the other the appropriate records necessary for billing intraLATA 800 customers. The records provided will be in a standard EMR format for a fee of \$0.013 per record.
- 2.7 800 Access Screening. Should Interpath require 800 Access Ten Digit Screening Service from BellSouth, it shall have signaling transfer points connecting directly to BellSouth's local or regional signaling transfer point for service control point database query information. Interpath shall utilize SS7 signaling links, ports and usage as set forth in Attachment 2. Interpath will not utilize switched access FGD service. 800 Access Ten

Digit Screening Service is an originating service that is provided via 800 Switched Access Service trunk groups from BellSouth's SS7 equipped end office or access tandem providing an IXC identification function and delivery of a call to the IXC based on the dialed ten digit number. The terms and conditions for this service are set out in BellSouth's Intrastate Access Services Tariff as amended

3. **Methods of Interconnection**

Interconnection for telephone exchange service and exchange access shall be either at every BellSouth access tandem and/or at every BellSouth end office within a local calling area or other authorized area (e.g., an Extended Area Service Zone). Interconnection is available through: (1) virtual collocation; (2) physical collocation; and (3) interconnection via purchase of facilities from either party by the other company.

4. **Trunk Groups**

BellSouth and Interpath shall establish interconnecting trunk groups between networks. Trunks may be either one-way or two-way. Two-way trunking may be provided by BellSouth consistent with BellSouth engineering specifications. Local and intraLATA traffic only may be routed over the same one-way trunk group. Requests for alternative trunking arrangements may require submission of a Bona Fide Request/New Business Request via the Bona Fide Request/New Business Request Process set forth in Attachment 9.

5. **Network Design and Management for Interconnection**

5.1 **Network Management and Changes.** BellSouth will work cooperatively with Interpath to install and maintain the most effective and reliable interconnected telecommunications networks, including but not limited to, the exchange of toll-free maintenance contact numbers and escalation procedures. BellSouth agrees to provide public notice of changes in the information necessary for the transmission and routing of services using its local exchange facilities or networks, as well as of any other changes that would affect the interoperability of those facilities and networks.

5.2 **Interconnection Technical Standards.** The interconnection of all networks will be based upon accepted industry/national guidelines for transmission standards and traffic blocking criteria. Interconnecting facilities shall conform, at a minimum, to the telecommunications industry standard of DS-1 pursuant to Bellcore Standard No. TR-NWT-00499. Signal transfer point, Signaling System 7 ("SS7") connectivity is required at each

interconnection point. BellSouth will provide out-of-band signaling using Common Channel Signaling Access Capability where technically and economically feasible, in accordance with the technical specifications set forth in the BellSouth Guidelines to Technical Publication, TR-TSV-000905. Facilities of each party shall provide the necessary on-hook, off-hook answer and disconnect supervision and shall hand off calling number ID when technically feasible.

- 5.3 Quality of Interconnection. The local interconnection for the transmission and routing of telephone exchange service and exchange access that BellSouth provides to Interpath will be at least equal in quality to what it provides to itself and any subsidiary or affiliate, where technically feasible, or to any other party to which BellSouth provides local interconnection. Attachment 2 contains detailed service descriptions, technical requirements and quality measures provided to Interpath.
- 5.4 Network Management Controls. BellSouth will work cooperatively with Interpath to apply sound network management principles by invoking appropriate network management controls, e.g., call gapping, to alleviate or prevent network congestion.
- 5.5 Common Channel Signaling. BellSouth will provide LEC-to-LEC Common Channel Signaling ("CCS") to Interpath, where available, in conjunction with all traffic in order to enable full interoperability of CLASS features and functions except for call return. All CCS signaling parameters will be provided, including automatic number identification ("ANI"), originating line information ("OLI") calling company category, charge number, etc. All privacy indicators will be honored, and BellSouth will cooperate with Interpath on the exchange of Transactional Capabilities Application Part ("TCAP") messages to facilitate full interoperability of CCS-based features between the respective networks.
- 5.6 Forecasting Requirements.
- 5.6.1 The Parties shall exchange technical descriptions and forecasts of their interconnection and traffic requirements in sufficient detail necessary to establish the interconnections required to assure traffic completion to and from all customers in their respective designated service areas.
- 5.6.2 Both parties shall meet every six months or at otherwise mutually agreeable intervals for the purpose of exchanging non-binding forecast of its traffic and volume requirements for the interconnection and network elements provided under this Agreement, in the form and in such detail as agreed by the Parties. Section 5.6.3 contains guidelines regarding trunk forecasts, the forecast meetings and meeting intervals, that the Parties can use to form the basis of their agreement. The Parties agree that each

forecast provided under this Section 5.6.2 shall be deemed "Confidential Information" under Section 9 of the General Terms and Conditions – Part A of this Agreement.

5.6.3 The trunk forecast should include trunk requirements for all of the interconnecting trunk groups for the current year plus the next two future years. The forecast meeting between the two companies may be a face-to-face meeting, video conference or audio conference. It may be held regionally or geographically. Ideally, these forecast meetings should be held at least semi-annually, or more often if the forecast is no longer usable. Updates to a forecast or portions thereof should be made whenever the Party providing the forecast deems that the latest trunk requirements exceed the original quantities by 24 trunks or 10%, whichever is greater. Either Party should notify the other Party if they have measurements indicating that a trunk group is exceeding its designed call carrying capacity and is impacting other trunk groups in the network. Also, either Party should notify the other Party if they know of situations in which the traffic load is expected to increase significantly and thus affect the interconnecting trunk requirements as well as the trunk requirements within the other Party's network. The Parties agree that the forecast information provided under this Section shall be deemed "Confidential Information" under Section 9 of the General Terms and Conditions of this Agreement.

5.6.4 In addition to, and not in lieu of, the non-binding forecasts required by Section 5.6.2, a Party that is required pursuant to this Agreement to provide a forecast (the "Forecast Provider") or a Party that is entitled pursuant to this Agreement to receive a forecast (the "Forecast Recipient") with respect to traffic and volume requirements for the services and network elements provided under this Agreement may request that the other Party enter into negotiations to establish a forecast (a "Binding Forecast") that commits such Forecast Provider to purchase, and such Forecast Recipient to provide, a specified volume to be utilized as set forth in such Binding Forecast. The Forecast Provider and Forecast Recipient shall negotiate the terms of such Binding Forecast in good faith and shall include in such Binding Forecast provisions regarding price, quantity, liability for failure to perform under a Binding Forecast and any other terms desired by such Forecast Provider and Forecast Recipient. The Parties agree that each forecast provided under this Section shall be deemed "Confidential Information" under Section 10.1 of the General Terms and Conditions – Part A of this Agreement. Notwithstanding the foregoing, under no circumstance should either Party be required to enter into a Binding Forecast as described in this Section.

5.6.5 For a non-binding trunk forecast, agreement between the two Parties on the trunk quantities and the timeframe of those trunks does not imply any

liability for failure to perform if the trunks are not available for use at the required time.

- 5.7 Call Information. BellSouth and Interpath will exchange the proper call information, i.e. originated call company number and destination call company number, CIC, and OZZ, including all proper translations for routing between networks and any information necessary for billing.

6. Parity in Ordering and Provisioning

BellSouth shall provide interconnection ordering and provisioning services to Interpath that are equal to the ordering and provisioning services BellSouth provides to itself. Detailed procedures for ordering and provisioning BellSouth interconnection services are set forth in the Local Interconnection and Facility Based Ordering Guide.

7. Local Dialing Parity

BellSouth shall provide local dialing parity, meaning that Interpath customers will not have to dial any greater number of digits than BellSouth customers to complete the same call. In addition, Interpath local service customers will experience at least the same quality as BellSouth local service customers regarding post-dial delay, call completion rate and transmission quality.

8. Local Interconnection Compensation

- 8.1 The Parties shall provide for the mutual and reciprocal recovery of the costs of transporting and terminating local calls on each other's network. The parties agree that charges for transport and termination of calls on its respective networks are as set forth in Attachment 11. BST will pay transport from and to Interpath's point of termination located within the LATA in which the call originated.

- 8.2 The delivery of traffic which transits the BellSouth network and is transported to another carrier's network is excluded from any BellSouth billing guarantees and will be delivered at the rates stipulated in this agreement to a terminating carrier. The delivery of this traffic is contingent upon CLEC negotiating and executing valid contractual agreements or the placement of valid orders with the terminating carrier for the receipt of this traffic through the BellSouth network. BellSouth will not be liable for any compensation to the terminating carrier. An agreement or valid order with the terminating carrier will be established prior to the delivery of any transit traffic to BellSouth destined for the particular carrier's network. Further, CLEC agrees to compensate BellSouth for any charges or costs for the delivery of transit traffic to a

connecting carrier on behalf of CLEC for which a valid contract or order has not been established. Additionally, the Parties agree that any billing to a third party or other telecommunications carrier under this section shall be pursuant to MECAB procedures.

- 8.3 Interconnection with Enhanced Service Providers (ESPs)/Information Service Providers (ISPs). Traffic originated to and terminated by ESPs/ISPs shall not be included in the local interconnection compensation arrangements of this Agreement.